

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

| | | | | | | | |
|--|---|--------------------------------------|------------------------------------|--------------------------------------|--|--------------------------------------|--|
| 1. Name and address of registrant Fleishman-Hillard, Inc. 200 North Broadway St. Louis, MO 63102 | 2. Registration No. 3774 | | | | | | |
| 3. Name of foreign principal National Investment Promotion Commission ("PRO.ESA") [Redacted] | 4. Principal address of foreign principal Calle Circunvalacion No. 248 Colonia San Benito San Salvador, El Salvador | | | | | | |
| 5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input checked="" type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table><tr><td><input type="checkbox"/> Partnership</td><td><input type="checkbox"/> Committee</td></tr><tr><td><input type="checkbox"/> Corporation</td><td><input type="checkbox"/> Voluntary group</td></tr><tr><td><input type="checkbox"/> Association</td><td><input type="checkbox"/> Other (specify) _____</td></tr></table> <input type="checkbox"/> Individual-State nationality _____ | | <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee | <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group | <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee | | | | | | |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group | | | | | | |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ | | | | | | |
| 6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. National Investment Promotion Commission b) Name and title of official with whom registrant deals. Carlos Quintanilla Schmidt President of PRO.ESA | | | | | | | |
| 7. If the foreign principal is a foreign political party, state: a) Principal address. N/A b) Name and title of official with whom registrant deals. c) Principal aim | | | | | | | |

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

N/A

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes No

Owned by a foreign government, foreign political party, or other foreign principal

Yes No

Directed by a foreign government, foreign political party, or other foreign principal

Yes No

Controlled by a foreign government, foreign political party, or other foreign principal

Yes No

Financed by a foreign government, foreign political party, or other foreign principal

Vol. 22 No. 2

Subsidized in part by a foreign government, foreign political party, or other foreign organization.

11 25 2000

Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

| | | |
|-----------------------------|-----------------------|---|
| Date of Exhibit A 9-4-01 | Name and Title CFO | Signature  |
|-----------------------------|-----------------------|---|

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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| | |
|-------------------------|---------------------|
| 1. Name of Registrant | 2. Registration No. |
| Fleishman-Hillard, Inc. | 3774 |

| | |
|------------------------------|--|
| 3. Name of Foreign Principal | National Investment Promotion Commission ("PRO.ESA") |
|------------------------------|--|

REGISTRATION
UNIT
Criminal Division
U.S. DEPARTMENT OF JUSTICE
WASH. D.C.
20530

Check Appropriate Boxes:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Fleishman-Hillard has agreed to provide consulting services to the Republic of Chile for the purpose of implementing a campaign to reposition El Salvador abroad. The contract is for one year, but can be extended. The total cost of the present contract is 149,700.00 US dollars.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

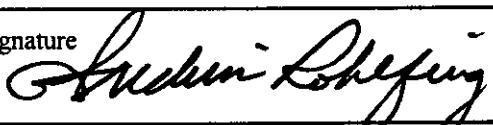
The purpose of the contract entered into by Registrant and PRO.ESA is to implement a campaign for the purpose of repositioning El Salvador abroad. The campaign is based on the Country-Image Perception Study and Campaign Design prepared by a prior public relations firm hired by PRO.ESA.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below?

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

One purpose of Fleishman-Hillard's work with the National Investment Promotion Commission is to promote investment in El Salvador. Fleishman-Hillard has implemented a campaign based on the Country-Image Perception Study and the Campaign Design. This Study and Design was prepared by a public relations firm previously hired for the purpose of repositioning El Salvador abroad.

| Date of Exhibit B | Name and Title | Signature |
|-------------------|----------------|--|
| 9-4-01 | CFO |  |

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTING SERVICES CONTRACT

This generation the National Investment Promotion Commission, hereinafter "**PRO.ESA or the Contracting Party,**" party of the first part, and Fleishman-Hillard, Inc. party of the second part, hereinafter "**The Consultant,**" enter into this CONSULTING SERVICES CONTRACT on the 29th day of the month of March of 2001.

FIRST: Recitals.

The Contracting Party, by means of International Call for Tenders No. 2/2001 requested bids for Consulting services for "**IMPLEMENTATION OF CAMPAIGN TO IMPROVE THE IMAGE AND REPOSITION EL SALVADOR ABROAD,**" the winner thereof being the company Fleishman-Hillard, Inc.

SECOND: Definitions. This will be used if it is necessary to introduce terms used in the development of the Contract.

THIRD: Contractual Documents

The following documents form part of this contract and are considered to be incorporated therein, with full application insofar as they do not contradict the present contract:

- a. Bid Specifications;
- b. Addenda, if any;
- c. Bid submitted by the Contracting Party;
- d. The Bonds submitted by the Consultant;
- e. (Other such documents as may be needed to include at the time of contracting).

FOURTH: Purpose of the Contract

The purpose of the present contract is to implement a campaign based on the Country-Image Perception Study and the Campaign Design prepared by the public relations firm previously hired for the purpose of repositioning El Salvador abroad.

FIFTH: Law Governing the Contract

This Contract, its meaning and interpretation, and the relationship it creates between the two parties, is governed by the federal laws of the United States of America and of the Republic of El Salvador.

SIXTH: Language

This Contract was signed in the Spanish version, the language in which all matters related to said Contract or to its meaning or duly authenticated interpretation, shall be governed.

SEVENTH: Notices

Any notice, request or approval that should or may be transmitted or given in virtue of this Contract shall be transmitted or given in writing, and shall be considered to have been transmitted or given when delivered by hand to an authorized representative of the party to which it is addressed, or when it has been sent by certified mail, Telex, telegram or fax to said party at the address indicated in the Special Conditions of the Contract.

EIGHTH: Place where the Services will be Rendered

The services shall be rendered at the places indicated in the specifications for Public Call for Tenders No. 2/2001 and the Consultant's Bid, which form part of this contract.

NINTH: Taxes and Fees

The Consultant shall pay the taxes, fees and duties and other pertinent taxes according to the applicable law, the amount of which is considered to be included in the Price of the Contract, the Contracting Party being responsible for withholding from the fees the amount that corresponds to the taxes and sending it to the Ministry of Finance in accordance with the Law. The Contracting Party shall make such withholdings as are necessary by law and that correspond to the respective taxes that accrue in the contracted service.

TENTH: Performance Period

The Consultant undertakes to perform the services for one year after the date indicated in the Order to Begin from the present contract, which can be extended for equal periods until the year 2004, after measuring the results of the selected agency, based on new investments that arrive in the country.

ELEVENTH: Force Majeure

For purposes of this Contract, Force Majeure means an event that is beyond the reasonable control of one of the parties and that makes the performance of the contractual obligations of that party impossible or of such doubtful feasibility that it can reasonably be considered impossible given the circumstances. The failure of one of the parties to fulfill any of its obligations in virtue of the present contract shall not be considered a breach or negligence thereof, provided said failure was due to an event of force majeure and the parties affected by such event: a) have taken all suitable precautions, care, and reasonable alternative measures in order to fulfill the terms and conditions of this contract, and b) has informed the other party of said event as quickly as possible.

TWELTH: Extension of deadline

Any period in which one party must perform an activity or task in virtue of this contract shall be extended for a period equal to that during which said party has not been able to perform said activity as a result of an event of force majeure.

THIRTEENTH: Rescission of the Contract

The Contracting Party may terminate this contract by written notification of rescission to the Consultant, issued at least thirty (30) days in advance, when any of the following events occurs: a) If the Consultant does not rectify the breach of its obligations in virtue of this contract within thirty (30) days following the receipt of a notice to that effect, and such other longer period as the Contracting Party may have subsequently accepted in writing; b) if the Consultant becomes insolvent or is declared bankrupt; c) if the Consultant, as a consequence of a force majeure event, is unable to perform an important part of the Services for a period of not less than sixty (60) days; or d) if the Contracting Party, at its sole discretion, decides to rescind this Contract. Moreover, the Consultant, by written notification to the Contracting Party not less than thirty (30) days in advance, shall be able to rescind this Contract when any of the following events occurs: e) If the Contracting Party does not pay an amount owed to the Consultant in virtue of this Contract, provided said amount is not the subject of controversy in accordance with clause 25, within forty-five (45) days after receipt of the notice in writing from the Consultant concerning the delay in payment; f) If the Consultant, as a consequence of a force majeure event, is unable to perform an important part of the Services for a period of not less than sixty (60) days.

FOURTEENTH. Consultant's Obligations

The Consultant shall render the services detailed in its services proposal and shall fulfill its obligations with due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices; moreover, it shall adhere to appropriate administrative practices and shall use suitable modern techniques and effective and sure methods. In every question related to this Contract or to the Services, the Consultant shall always act as the Contracting Party's loyal consultant and at all times must protect and defend the Contracting Party's legitimate interests.

FIFTEENTH. Conflict of Interest

The Consultant's fees in relation to this Contract or to the services shall only be as stipulated in Clause the TWENTY-THIRD and the Consultant shall not accept for its own benefit any commercial commission, discount or similar payment related to the activities covered in this Contract, or to the Services, or in the performance of its obligations in virtue thereof; moreover, the Consultant shall do everything possible to ensure that its personnel and agents do not receive any such additional remunerations. The Consultant agrees that, both during the life of this Contract as well as after the termination thereof, neither the Consultant nor any member of its Staff may render services related to the services rendered in this Contract, nor of any continuation thereof.

SIXTEENTH. Prohibition from Performing Incompatible Activities

Neither the Consultant nor its Staff personnel may perform, directly or indirectly, during the life of the present Contract, any commercial or professional activity in the country of the Government that is incompatible with the activities assigned to them in virtue of this Contract.

SEVENTEENTH. Confidentiality

Neither the Consultant nor its Staff personnel may reveal, during the life of this Contract or for two years after its expiration, any information that is confidential or is the property of the Contracting Party and is related to this contract or to the activities or operations of the Contracting Party without prior written consent from the Contracting Party. Should the Consultant wish to use or publish any information related to this contract, it must request the prior written approval of the Contracting Party.

EIGHTEENTH. Bond

The Consultant shall submit within thirty days after this date a Contract Performance Bond in the amount of ten percent (10%) of the value of the Contract, pursuant to the requirements set forth in the Bid Specifications. This bond shall be increased in the same proportion as the amount of the Contract may be increased. Furthermore, should there be an extension of the Contract, the Performance Bond shall be renewed in accordance with the bid specifications.

NINETEENTH. Indemnification

Both Consultant and Contractor shall assume responsibility for any claims arising from acts of omission or commission for which they are responsible. Consultant shall indemnify Contractor against any claims as listed above only if Consultant is directly responsible for such claims. Contractor also agrees to indemnify Consultant against any claims as listed above only if Contractor is directly responsible for such claims. Should any claims arise where both parties share responsibility, the cost of defending such claims shall be shared by both parties in direct relation to their percentage of responsibility therein.

TWENTIETH. Actions of the Consultant that Require the Prior Approval of the Contracting Party

The Consultant must obtain the prior written approval of the Contracting Party to perform either of the following actions: a) The execution of a subcontract to perform part of the services; b) The appointment of the members of the Personnel who are named in the services proposal.

TWENTY-FIRST. Obligation to Submit Reports

The Consultant shall submit to the Contracting Party the reports and documents that are specified in the bid specifications as well as in the services proposal, in the manner, quantity and time established in the Plan of Work that will be approved by the Contracting Party.

TWENTY-SECOND. Consultant's Personnel

Described in the services proposal are the positions and functions agreed upon, as well as the estimated time during which they will render the Services. In virtue of this Contract, the Contracting Party approves the key personnel (and the sub-consultants, if any) listed by name and position in said proposal. Unless the Contracting Party agrees otherwise, changes in the composition of Staff personnel shall not be made. The Consultant may remove and/or replace assigned Staff personnel under the following circumstances: a) For any reason that is beyond the reasonable control of the Consultant, in which case it shall make the replacement immediately with another person of qualifications that are equal to or better than those of the replaced person, b) If the Contracting Party determines that a member of the personnel has behaved unacceptably or has been accused of committing a criminal act, or it has reasonable motives for being unsatisfied with the performance of any member of the personnel, in which case the Consultant shall ask for a written request from the Contracting Party in which the latter's motives are expressed, and the Consultant shall make the replacement with another person whose suitability and experience are acceptable to the Contracting Party, c) The Consultant may not claim reimbursement of any additional expense resulting from the removal and/or replacement of any member of the personnel or inherent therein.

TWENTY-THIRD. Price of the Contract

The total cost of the present consulting Contract is One hundred forty-nine thousand seven hundred (\$149,700.00) dollars of the United States of America, which includes fees plus such subcontracting as may be necessary for the performance of the campaign activities and which do not constitute fees, such as: payments for equipment rental, hotels, restaurant meals, etc. They must therefore submit an estimate in order to obtain approval from PRO.ESA.

In calculating the amounts assessed against the total budget disclosed in the previous paragraph, Consultant shall add a 17.65% standard agency commission to the total of fees charged by any third party vendors Consultant must contract with to complete the objectives of this opinion. Consultant shall not enter into any such agreements without the approvals required by section nineteen above.

TWENTY-FOURTH. Conditions Concerning Payments.

The payments shall be made monthly against acceptance of the monthly activities report with its respective appendices which will coincide with the end of each phase of the work plan of the Consultant, 25% when the questionnaires are submitted, 25% when the preliminary results and opinion surveys are submitted, and 50% when the presentation of the final results and design of the communications campaign. This shall therefore require the submission of an invoice for collection, the report with appendices and a certificate of acceptance thereof issued by the Director General of PRO.ESA. Said documentation must be delivered to the Institutional Acquisitions and Contracting Unit for the respective payment procedure, which payment shall be made in a period not to exceed fifteen days, depositing it in the Consultant's account No. 323-861105 as detailed in the wire instructions below.

Failure to pay Consultant's invoices within 60 days after the date of invoice may, at Consultant's discretion, result in suspension of any or all service to Contractor until payment is received, and may result in termination of the agreement. Consultant shall incur no liability of any kind to Contractor for such suspension or termination. Consultant reserves the right to charge interest up to 18 percent per annum on all amounts more than 60 days outstanding. In the event that Consultant must retain counsel or other services to enforce the contract or recover any sum due, Contractor shall be responsible for all said costs and expenses including reasonable attorneys' fees.

FLEISHMAN-HILLARD, INC.

BANK WIRE TRANSFER INFORMATION

Chase Bank of Manhattan
4 New York Plaza
New York, NY 10004

Account #323-861105

ABA #021000021

If you have any questions regarding a wire transfer, please call Jim Beck at 314-982-0581. Thank you.

TWENTY-FIFTH. Resolution of Controversies

The parties will do everything possible to arrive at an amicable solution to all disputes that arise from this contract or its interpretation. All disputes between the parties ,exceeding \$75,000 US, relating to questions that stem from this contract and have not been resolved amicably within thirty (30) days of receipt by one of the parties of the other party's request for an amicable resolution shall be submitted to a formal arbitration process, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof; provided, however, the arbitrator shall not have jurisdiction to enter an award in favor of either party in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) U.S.. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party to this agreement be liable to the other for any punitive, incidental, consequential, or other special damages in connection with any claim arising out of or related to this Agreement.

TWENTY-SIXTH. Special Clauses of the Contract

a) Addresses: for the Contractor, PRO.ESA, Calle Circunvalación Número Doscientos Cuarenta y Ocho (No. 248), Colonia San Benito, San Salvador, El Salvador, Central America.; and for the Consultant; Fleishman- Hillard, Two Alhambra Plaza, Suite 700, Coral Gables, Florida 33134.

b) Authorized representatives: for the Contractor, Mauricio Infante Monge, General Director; and for the Consultant, Rissig Licha, Managing Director Latin America, Executive Vice President, and Senior Partner, and Juan Carlos Gamboa, Vice President; c) The Contractor will have no labor responsibility for the Consultant's staff;

d) All notices regarding any legal issues relating to this contract shall be sent to Fleishman-Hillard Inc., 200 North Broadway, St. Louis, MO. 63102: ATTN: Fred Rohlfing.

TWENTY-SEVENTH: Applicable Laws

For the legal purposes of this agreement, the Contractor, upon subscribing to this contract, submits himself to the federal laws of the United States of America and of the laws of the Republic of El Salvador.

**INTERNATIONAL CALL FOR TENDERS No. 2/2001
IMPLEMENTATION OF CAMPAIGN TO REPOSITION
EL SALVADOR ABROAD.**

TWENTY-EIGHT: Notices

Any notice between the parties in virtue of the contract shall be made in writing, at the following addresses:

a. For the Contractor: PRO.ESA, Calle Circunvalación Número Doscientos Cuarenta y Ocho (No. 248), Colonia San Benito, San Salvador, El Salvador, Central America.
Tel. 210-2500, Fax: 210-2508

b. For the Consultant: Fleishman-Hillard

Address: Two Alhambra Plaza, Suite 700, Coral Gables, Florida 33134

Phone: 305-520-2000

Fax: 305-520-2001

TWENTY-NINTH: Legal Capacity

The legal capacity of the Contracting Party has been established by the following document: Executive Order Number III, dated February 2, 2000, published in the Official Diary number twenty-four, section three hundred forty-six of the same date; and the legal standing of the Consultant is the following: Articles of Incorporation filed with the State of Delaware in the United States of America.

IN WITNESS WHEREOF WE SIGN THE PRESENT CONTRACT: In the city of San Salvador, on the 29th day of the month of March of two thousand one.

Name of Legal Representative
Contracting Party

Contracting Party

Approved
Legal Department.

CONTRATO DE SERVICIOS DE CONSULTORÍA

La Comisión Nacional de Promoción de Inversiones, Institución Estatal que existe y funciona bajo las leyes de la República de El Salvador, en adelante denominada "PRO.ESA" o "la Contratante" por una parte y por la otra Fleishman-Hillard, Inc en adelante denominado "El Consultor" celebran el presente **CONTRATO DE SERVICIOS DE CONSULTORÍA** a los 29 días del mes de marzo de 2001

PRIMERA: Antecedentes.

El Contratante por medio de Concurso Público Internacional No. 1/2001 sometió a concurso la contratación de los servicios de Consultoría denominados "**ESTUDIO DE PERCEPCIÓN IMAGEN-PAÍS Y DISEÑO DE CAMPAÑA QUE REPOSICIONES AL EL SALVADOR EN EL EXTRANJERO**", habiendo resultado ganador de éste la empresa Fleishman-Hillard, Inc.

SEGUNDA: Definiciones. Se utilizará si es necesario introducir concepto de términos utilizados en el desarrollo del Contrato.

TERCERA: Documentos Contractuales

Forman parte de este contrato y se tiene por incorporados al mismo, con plena aplicación en lo que no se opongan al presente contrato, los siguientes documentos:

- a. Bases del Concurso;
- b. Adendas
- c. Oferta presentada por el Contratante
- d. Las Garantías presentadas por El Consultor

RECIBIDO
2001
S2
CONSEJO
DE INVERSIÓN
EL SALVADOR
AM 10:00 AM
2001

CUARTA: Objeto del Contrato

El presente contrato tiene por objeto la realización de un estudio que lleve a PRO.ESA a conocer la percepción que inversionistas extranjeros residentes en Estados Unidos, Asia, y El Salvador, tienen de El Salvador para luego diseñar una campaña de imagen que muestre el nuevo El Salvador, alejado del conflicto bélico y con un clima apropiado para el establecimiento de nuevas inversiones.

QUINTA: Ley que rige el Contrato

Este Contrato, su significado e interpretación, y la relación que crea entre las partes se regirán de acuerdo con los instrumentos internacionales en materia de arbitraje que hayan sido suscritos y ratificados por los Gobiernos de los Estados Unidos de América y El Salvador.

SEXTA: Idioma.

Este Contrato se ha firmado en la versión en español, idioma por el que se regirán obligatoriamente todos los asuntos relacionados con el mismo o con su significado o interpretación debidamente autenticada.

SEPTIMA: Notificaciones.

Cualquier notificación, solicitud o aprobación que deba o pueda cursarse o darse en virtud de este Contrato se cursará o dará por escrito y se considerará cursada o dada cuando haya sido entregada por mano a un representante autorizado de la parte a la que esté dirigida, o cuando se haya enviado por correo certificado, télex, telegrama o fax a dicha parte a la dirección indicada en las Condiciones Especiales del Contrato.

OCTAVA: Lugar donde se prestarán los Servicios

Los servicios se prestarán en los lugares indicados en las bases del Concurso Público Internacional No. 1/2001 y Oferta del Consultor, que forman parte de este contrato.

NOVENA: IMPUESTOS Y DERECHOS.

El Consultor pagará los impuestos, derechos y gravámenes y demás imposiciones que correspondan según la ley aplicable, únicamente se aplicarán a los ingresos generados del trabajo realizado en El Salvador, mismos que ascienden a tres mil setecientos cincuenta dólares de los Estados Unidos de América, aplicando a este monto una tasa del 33% correspondientes a 13% IVA y 20% de renta, los cuales están incluidos en el valor del Contrato, (ver desglose en oferta) siendo el contratante el responsable de retener dichos honorarios y enterarlos al Ministerio de Hacienda de conformidad con la Ley.

DECIMA: Plazo de ejecución.

El Consultor se obliga a realizar los servicios en un plazo de tres meses, contados a partir de la firma del presente contrato, de acuerdo al Cronograma de Actividades presentado.

DECIMA PRIMERA: Fuerza Mayor

Para efectos de este Contrato, Fuerza Mayor, significa un acontecimiento que escapa al control razonable de una de las partes y que hace que el cumplimiento de las obligaciones contractuales de esa parte resulte imposible o tan poco viable que puede considerarse razonablemente imposible en atención a las circunstancias. La falta de cumplimiento por una de las partes de cualquiera de sus obligaciones en virtud del presente contrato no se considerará como violación del mismo ni como negligencia, siempre que dicha falta de cumplimiento se deba a un evento de fuerza mayor y que las partes afectadas por tal evento: a) hayan adoptado todas las precauciones adecuadas, puesto debido cuidado y tomado medidas alternativas razonables a fin de cumplir con los términos y condiciones de este contrato, y b) haya informado a la otra parte sobre dicho evento a la mayor brevedad posible.

DECIMA SEGUNDA: Prórroga de plazo

Todo plazo dentro del cual una parte deba realizar una actividad o tarea en virtud de este contrato se prorrogará por un periodo igual a aquel durante el cual dicha parte no haya podido realizar tal actividad como consecuencia de un evento de fuerza mayor.

DECIMA TERCERA: Rescisión de Contrato

El contratante podrá dar por terminado este contrato mediante una notificación de rescisión por escrito al consultor, emitida por lo menos con treinta (30) días de anticipación, cuando se produzca cualquiera de los siguientes eventos: a) Si El Consultor no subsanara el incumplimiento de sus obligaciones en virtud de este Contrato dentro de los treinta (30) días siguientes a la recepción de una notificación al respecto, u otro plazo mayor que el Contratante pudiera haber aceptado posteriormente por escrito; b) Si El Consultor estuviera insolvente o fuera declarado en quiebra; c) Si El Consultor como consecuencia de un evento de fuerza mayor, no pudiera prestar una parte importante de los Servicios durante un periodo de no menos de sesenta (60) días; o d) Por el incumplimiento de las cláusulas décima séptima y décima octava de este contrato.

Asimismo, el Consultor mediante una notificación por escrito al Contratante con no menos de treinta (30) días de anticipación, podrá rescindir este Contrato cuando se produzca cualquiera de los eventos detallados a continuación: a) Si el Contratante no pagara una suma adeudada al Consultor en virtud de este Contrato, y siempre que dicha suma no fuera objeto de controversia conforme a cláusula VIGÉSIMO QUINTA, dentro de los cuarenta y cinco (45) días siguientes a la recepción de la notificación por escrito del Consultor respecto de la mora en el pago; y b) Si el Consultor como consecuencia de un evento de fuerza mayor, no pudiera prestar una parte importante de los Servicios durante un periodo no menor de sesenta (60) días.

DECIMA CUARTA. Obligaciones del Consultor

El Consultor prestará los servicios detallados en su oferta de servicios y cumplirá con sus obligaciones con la debida diligencia, eficiencia y economía, de acuerdo con las técnicas y prácticas profesionales generalmente aceptadas y dentro del plazo convenidas. Asimismo, observará las prácticas de administración apropiadas y empleará técnicas modernas adecuadas y métodos eficaces y seguros. En toda cuestión relacionada con este Contrato o con los Servicios, el Consultor actuará siempre como asesor leal del Contratante y en todo momento deberá proteger y defender los intereses legítimos del Contratante.

DECIMA QUINTA. Conflicto de Intereses

Los honorarios del Consultor en relación con este Contrato o con los servicios serán únicamente los estipulados en la Cláusula VIGÉSIMA TERCERA y el Consultor no aceptará en beneficio propio ninguna comisión comercial, descuento o pago similar en relación con las actividades contempladas en este Contrato, o en los Servicios, o en el cumplimiento de sus obligaciones en virtud del mismo; además, el Consultor hará todo lo posible por asegurar que su personal y los agentes del Consultor no reciban ninguna de tales remuneraciones adicionales. El Consultor acuerda que, tanto durante la vigencia de este contrato como después de su terminación, ni el Consultor ni ningún miembro de su Staff podrán prestar servicios relacionados con los servicios prestados en este contrato, ni de cualquier continuación de los mismos.

DECIMA SEXTA. Prohibición de desarrollar actividades incompatibles

Ni el Consultor ni su personal de Staff, podrán desarrollar en forma directa o indirecta, durante la vigencia del presente contrato, ninguna actividad comercial o profesional en el país del Gobierno que sea incompatible con las asignadas a ellos en virtud de este contrato

DECIMA SEPTIMA. Confidencialidad

Ni El Consultor ni su personal Staff podrán revelar, durante la vigencia de este contrato o después de su expiración, durante dos años, ninguna información confidencial o de propiedad del Contratante relacionada con este contrato o las actividades u operaciones del Contratante sin el previo consentimiento por escrito de este último. Si el Consultor quisiera utilizar o publicar cualquier información relacionada con este contrato deberá solicitar aprobación previa y escrita del Contratante.

DECIMA OCTAVA. Garantía

El Consultor presentará dentro del plazo de quince días hábiles contados a partir de esta fecha una Garantía de Fiel Cumplimiento del Contrato, por un monto del Diez por ciento (10%) del valor del contrato, de conformidad a los requisitos exigidos en las bases de licitación.

DECIMA NOVENA. Indemnización

Tanto el Consultor como el Contratante asumirán la responsabilidad por cualquier demanda que surja a causa de actos de omisión o comisión imputables a ellos. El Consultor indemnizará al Contratante por cualquier demanda, según se establece anteriormente, sólo si el Consultor es directamente responsable por dicha demanda. El Contratante también acuerda indemnizar al Consultor por cualquier demanda, según se establece anteriormente, sólo si el Contratante es directamente responsable por dicha demanda. Si surge cualquier demanda en la que ambas partes comparten responsabilidad, los costos de defensa de tal demanda serán compartidas por ambas partes en relación directa al porcentaje de responsabilidad que en dicha demanda tuviesen. Dicho porcentaje será fijado por ambas partes ante dos testigos.

VIGESIMA. Acciones del Consultor que requieren la aprobación previa del Contratante

El Consultor deberá obtener la aprobación previa por escrito del Contratante para realizar cualquiera de las siguientes acciones: a) La celebración de un subcontrato para la prestación de cualquier parte de los servicios; b) El nombramiento de los integrantes del Personal que no figuran por nombre en la oferta de servicios y c) La adopción de cualquier otra medida que se especifique en las Condiciones Especiales del Contrato.

VIGÉSIMA PRIMERA. Obligación de presentar informes

El Consultor presentará al Contratante los informes y documentos que se especifican tanto en las Bases de Licitación como en la oferta de servicios, en la forma, la cantidad y el plazo que se establezcan en el Plan de Trabajo que será aprobada por el Contratante.

VIGÉSIMA SEGUNDA. Personal del Consultor

En la oferta de servicios se describen los cargos y funciones convenidas, así como el tiempo estimado durante el que prestarán los Servicios. En virtud de este contrato, El Contratante aprueba el personal clave y los (sub consultores, si existieran) que figuran por cargo y por nombre en la mencionada oferta. Salvo que el Contratante acuerde lo contrario, no se efectuarán cambios en la composición del personal Staff. El Consultor podrá remover y/o sustituir el personal Staff asignado en las siguientes circunstancias: a) Por cualquier motivo que escape al razonable control del Consultor, en cuyo caso éste lo reemplazará de inmediato por otra persona con calificaciones iguales o superiores a las de la persona reemplazada. En este caso solamente será necesario notificarle un resumen de los hechos al contratante. b) Si el Contratante tiene conocimiento de que un integrante del personal se ha comportado de manera inaceptable o ha sido acusado de cometer una acción penal, o tiene motivos razonables para estar insatisfecho con el desempeño de cualquier integrante del personal, en cuyo caso el Consultor requerirá una petición escrita del Contratante expresando los motivos para ello, y lo reemplazará por otra persona cuya idoneidad y experiencia sean aceptables para el Contratante, c) El Consultor no podrá reclamar el reembolso de ningún gasto adicional resultante de la remoción y/o sustitución de algún integrante del Personal o inherente a ésta.

El Contratante no podrá, durante el término de este contrato, contratar a ningún empleado del Consultor. En caso que el Contratante contratase a un empleado del Consultor durante la vigencia de este contrato, el Contratante pagará al Consultor el honorario de reclutamiento equivalente al costo de reemplazar dicho empleado. Este honorario tendrá como base el treinta por ciento del salario base de cualquier empleado del Consultor que sea contratado. Este honorario será facturado al Contratante durante el mes siguiente al anuncio de la contratación, por parte del Contratante, de cualquier empleado del Consultor.

VIGÉSIMA TERCERA. Precio del Contrato.

El costo total de la presente consultoría es de CIENTO CUARENTINUEVE MIL SETECIENTOS Dólares de los Estados Unidos de América (US\$149,700.00), incluyendo impuestos, honorarios y otras costas en las que se incurra bajo las leyes pertinentes, los cuales están incluidos en el valor total del Contrato. Dichos honorarios se harán efectivos en esta moneda y no deberán exceder del Precio del Contrato y será una suma global fija que incluirá la totalidad de los costos de personal (y del subconsultor, en el caso de que exista), así como los costos de impresión de documentos, comunicaciones, viajes, alojamiento y similares, y todos los demás gastos en que incurra el Consultor en la prestación de los Servicios descritos en las bases del Concurso y oferta de servicios.

Para calcular las cantidades estimadas contra el presupuesto total establecido en el párrafo precedente, el Consultor deberá sumar un 17.65% de comisión estándar de agencia a los honorarios totales cobrados por cualquier tercer proveedor que el Consultor deba contratar para cumplir con los objetivos de este contrato. El Consultor no debe subscribir ningún subcontrato sin las aprobaciones requeridas en la cláusula vigésima de este contrato.

VIGÉSIMA CUARTA. Condiciones relativas a los pagos.

Los pagos se realizarán contra la finalización de cada fase identificada en el plan de trabajo del Consultor, a saber, 25% contra entrega de cuestionarios, 25% contra entrega de resultados preliminares de los estudios de opinión y el 50% restante contra presentación de resultados finales y diseño de campaña de comunicación. El Consultor retendrá la propiedad de todos los materiales producidos bajo este contrato hasta que el Contratante pague al Consultor todas las cantidades adeudadas según este contrato. El Consultor presentará su factura de cobro, el reporte de la fase

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terminada y una constancia de aceptación del mismo emitida por el Director General de PRO.ESA. Dicha documentación deberá ser entregada en la Unidad de Adquisiciones y Contrataciones Institucional de PRO.ESA, quién contará con un plazo no mayor de diez días para hacerlo efectivo a través de la Unidad Financiera Institucional, depositándolo en la cuenta del Consultor No. 323-861105 descrita al final de esta cláusula. No se aceptarán pagos por la elaboración de los planes de trabajo, ni como anticipos.

El no pago de las facturas del Consultor dentro de los 60 días de emitidas dichas facturas puede dar por resultado, a discreción del Consultor, la suspensión de cualquier o todos los servicios al Contratante hasta que dicho pago sea recibido, y puede dar por resultado la terminación de este contrato. El Consultor no incurrirá en obligación alguna con el Contratante por dicha suspensión o terminación. El Consultor se reserva el derecho a cobrar intereses de hasta un 18 por ciento anual sobre todas las cantidades que estén pendientes de pago por más de 60 días. En caso que el Consultor deba contratar asesoría legal u otros servicios para hacer cumplir el contrato o recuperar cualquier suma que se le deba, el Contratante será responsable por la totalidad de dichas costas y gastos, incluyendo honorarios razonables de abogados.

FLEISHMAN-HILLARD, INC.

INFORMACION PARA TRANSFERENCIA BANCARIA

Chase Bank of Manhattan
4 New York Plaza
New York, NY 10004

Cuenta No.323-861105

ABA #021000021

Para cualquier consulta relacionada a una transferencia bancaria, sírvanse llamar
a Jim Beck al 314-982-0581

VIGÉSIMA QUINTA. Solución de Controversias

Las partes harán lo posible por llegar a una solución amigable de todas las controversias que surjan de este contrato o de su interpretación. Toda controversia entre las partes que exceda la suma de Setenticinco Mil Dólares de los Estados Unidos de América (US\$75,000), relacionada a cuestiones que surjan en virtud de este contrato que no hayan podido solucionarse en forma amigable dentro de los treinta (30) días siguientes a la recepción por una de las partes de la solicitud de la otra parte para encontrar una solución amigable, será sometida al mecanismo formal de solución de diferencias mediante arbitraje y de acuerdo con las Reglas de Arbitraje Comercial de la Asociación Americana de Arbitraje. La decisión del árbitro o árbitros respecto a la compensación a ser otorgada puede presentarse ante cualquier corte que tenga jurisdicción sobre el asunto, siempre y cuando el árbitro no tenga jurisdicción para otorgar una compensación a favor de cualquiera de las partes que excede los Setenticinco Mil Dólares de los Estados Unidos (US\$75,000.00). A pesar de cualquier provisión en contrario en este contrato, ninguna de las partes que suscriben este contrato será responsable ante la otra, en ninguna circunstancia, por cualesquiera daños punitivos, incidentales, emergentes u otros daños especiales en conexión con cualquier demanda que surja de, o relacionada con este contrato.

VIGÉSIMA SEXTA. Cláusulas Especiales del Contrato

- a) Las direcciones son: para el Contratante: PRO.ESA, Calle Circunvalación Número Doscientos Cuarenta y Ocho (No. 248), Colonia San Benito, San Salvador, El Salvador, Centro América; y para el Consultor: Fleishman-Hillard, Two Alhambra Plaza, Suite 700, Coral Gables, Florida 33134; b) Los representantes autorizados son: para el Contratante: Mauricio Infante Monge, Director General, y para el Consultor, Rissig Licha, Director Ejecutivo para Latinoamérica, Vicepresidente Ejecutivo y Socio Senior, y Juan Carlos Gamboa, Vicepresidente; c) El Contratante no tendrá ninguna

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responsabilidad laboral con el personal Staff del Consultor; d) Toda notificación respecto a cualquier asunto legal relacionado a este contrato deberá ser enviada a: Fleishman-Hillard Inc., 200 North Brodway, St. Louis, MO. 63102. Atención: Fred Rohlfing.

VIGÉSIMA SEPTIMA: Leyes Aplicables

Todas las disputas, controversias, reclamos o diferencias que puedan surgir entre las partes aquí relacionadas, o en relación con este contrato, o cualquiera de los incumplimientos aquí relacionados, deberán ser resueltos por arbitraje conducido de acuerdo a los instrumentos internacionales en materia de arbitraje que hayan sido suscritos y ratificados por los Gobiernos de los Estados Unidos de América y El Salvador.

VIGÉSIMA OCTAVA: Notificaciones

Toda notificación entre las partes de conformidad en virtud del contrato se hará por escrito, a las direcciones siguientes:

- a. Para el Contratante: PRO.ESA, Calle Circunvalación Número Doscientos Cuarenta y Ocho (No. 248), Colonia San Benito, San Salvador, El Salvador, Centro América. Tel. 210-2500, Fax: 210-2508
- b. Para el Consultor: Fleishman-Hillard, Two Alhambra Plaza, Suite 700, Coral Gables, Florida 33134. Teléfono 305-520-2000, Fax 305-520-2001.

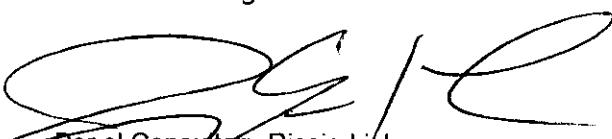
VIGÉSIMA NOVENA: Personería Jurídica

La personería del Contratante, ha quedado establecida por medio de la siguiente documentación: a) Decreto ejecutivo Número tres, de fecha tres de febrero de dos mil, publicado en el Diario Oficial número veinticuatro, tomo trescientos cuarenta y seis, de la misma fecha; b) Credencial expedida por el Tribunal Supremo Electoral el día veintitrés de marzo de mil novecientos noventa y nueve, y c) Acta número veinticuatro de fecha nueve de marzo del año dos mil uno, correspondiente a sesión ordinaria de Junta Directiva de la Comisión Nacional de Promoción de Inversiones en la que se acuerda adjudicar el presente contrato, y la personería del Consultor es la siguiente: Escritura de Constitución registrada ante el Estado de Delaware, Estados Unidos de América.

EN FE DE LO CUAL FIRMAMOS EL PRESENTE CONTRATO: El día 29 del mes de marzo de dos mil uno.



Por el Contratante: Carlos Quintanilla Schmidt,
Presidente de la Comisión Nacional de Promoción de Inversiones.
Seattle Washington



Por el Consultor: Rissig Licha,
Director Ejecutivo para Latinoamérica, Vicepresidente Ejecutivo y Socio Señor de
Fleishmann Hillard Inc
Miami, Estados Unidos

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Vo.Bo.
Asesoria Jurídica.